

CONSERVATION EASEMENT

Attachment # 3A  
Page 1 of 8

STATE OF FLORIDA:

COUNTY OF LEON:

THIS CONSERVATION EASEMENT is hereby made and entered into on this 13<sup>th</sup> day of October, 2004, by and between Faith Ventures, Incorporated, whose mailing address is P.O. Box 861173 St. Augustine, Florida 32086 hereinafter referred to as the "Grantor," and LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301, hereinafter referred to as the "Grantee."

WITNESSETH:

For and in consideration of the mutual promises and other good and valuable consideration as set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant to the Grantee, its successors and assigns, a perpetual Conservation Easement in accordance with Section 704.06, Florida Statutes, over and across the real property more particularly described on Exhibit "A", Exhibit "B", and Exhibit "C" which are attached hereto and expressly incorporated herein, on the terms and conditions hereinafter set forth:

The following activities are prohibited within this easement, pursuant to Section 704.06, Florida Statutes:

1. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures above or on the ground.
2. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.
3. Removal or destruction of trees, shrubs, or other vegetation.
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such matter as to affect the surface.
5. Surface use except for purposes that permit the land or water area to remain predominately in its natural condition.
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife conservation habitat preservation.
7. Acts or uses detrimental to such retention of land or water areas.
8. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Notwithstanding the foregoing, the Grantor shall be permitted to perform the activities set forth in the plan attached hereto as Exhibit "D", which also addresses other conditions of this easement.

It is understood that the granting of this easement entitles the Grantee to enter the above-described land in a reasonable manner and at reasonable times to assure compliance with the conditions of this easement.

Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good rights and lawful authority to grant this easement and that the same is unencumbered. Where the context of this easement requires, allows or permits, the same shall include the successors or assigns of the parties.

The easement granted hereby shall run with the land and shall enure to the benefit of the Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these covenants to be executed and its seal to be affixed hereto on the day and year first above written.

GRANTOR  
Faith Ventures, Incorporated  
(Name of Corporation Typewritten)

Brian J. Pappas  
(Signature of Officer or Agent)

BRIAN J. PAPPAS, PRESIDENT  
(Print Name and Title of Officer or Agent)

WITNESSES:

Anna Taylor  
(Sign)  
Anna Taylor  
(Print Name)

Beverly T. Douglas  
(Sign)  
Beverly T. Douglas  
(Print Name)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 13 day of  
October, 2004, by BRIAN J. PAPPAS,  
(name of officer or agent, title of officer or agent)  
of Faith Ventures, a Florida corporation,  
(name of corporation acknowledging) (state or place of incorporation)  
on behalf of the corporation. He she is personally known to me or has produced  
as identification.  
(type of identification)

Beverly T. Douglas  
(Signature of Notary)

Beverly T. Douglas  
(Print, Type or Stamp Name of Notary)

(Title or Rank)



Beverly T. Douglas  
Commission # DD277540  
Expires January 17, 2008  
Bonded Troy Felt - Insurance, Inc. 800-385-7019

(Serial Number, If Any)

LEGAL DESCRIPTION  
CONSERVATION EASEMENT "3A"

COMMENCE AT A TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA THENCE RUN NORTH 00 DEGREES 44 MINUTES 01 SECONDS EAST 1326.12 FEET, THENCE RUN NORTH 00 DEGREES 12 MINUTES 04 SECONDS EAST 1287.47 FEET, THENCE RUN SOUTH 89 DEGREES 22 MINUTES 18 SECONDS EAST 429.09 FEET, THENCE SOUTH 89 DEGREES 22 MINUTES 13 SECONDS EAST 574.82 FEET, THENCE NORTH 00 DEGREES 48 MINUTES 12 SECONDS EAST 2823.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING THENCE RUN SOUTH 22 DEGREES 03 MINUTES 39 SECONDS WEST 30.91 FEET, THENCE NORTH 67 DEGREES 58 MINUTES 21 SECONDS WEST 54.47 FEET, THENCE NORTH 12 DEGREES 53 MINUTES 33 SECONDS EAST 88.10 FEET, THENCE SOUTH 67 DEGREES 58 MINUTES 21 SECONDS EAST 47.10 FEET, THENCE SOUTH 00 DEGREES 48 MINUTES 12 SECONDS WEST 58.08 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES MORE OR LESS.

CONSERVATION  
EASEMENT "3A"

BANNERMAN ROAD

S67°56'21"E  
47.10'  
N12°53'33"E  
86.10'  
54.47'  
N67°58'21"W

P.O.B.  
S22°03'39"W  
30.91'

LOT 1  
BLOCK "A"

N00°45'12"E  
2623.02'

(S89°21'57"E)  
(328.44')

S89°22'18"E  
429.09'

S89°22'13"E  
574.82'

(N00°12'04"E)  
(1287.47')

(N00°44'01"E)  
(1326.12')

17  
20  
16  
21

P.O.C.  
THE SOUTHWEST CORNER OF  
SECTION 16, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY,  
FLORIDA.

## NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESES
4. THE DE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 61C17-6).

ALAN D. PLATT, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSED No. 4684

DATE SIGNED

8-28-2004

DATE SKETCHED

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

DRAWING:  
7789-CE-3APROJECT:  
7789

SKETCH OF LEGAL DESCRIPTION OF:  
CONSERVATION EASEMENT "3A"  
SECTION 16 AND 9, T-2-N, R-1-E,  
LEON COUNTY, FLORIDA

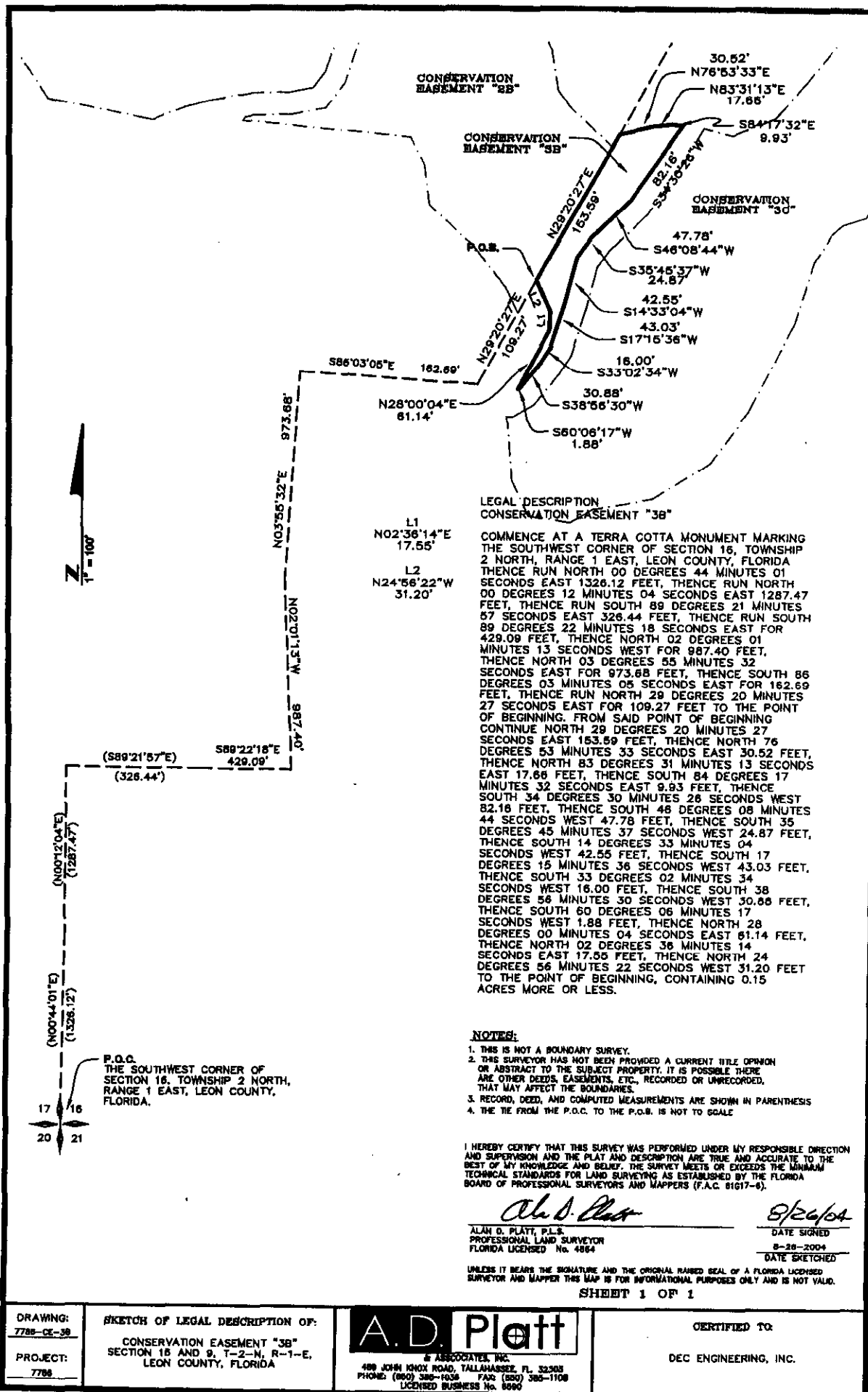
A. D. Platt

& ASSOCIATES, INC.  
488 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 388-1038 FAX: (850) 388-1108  
LICENSED BUSINESS No. 8990

CERTIFIED TO:

DEC ENGINEERING, INC.

15



LINE TABLE		
LINE	LENGTH	BEARING
L1	38.37	S58°41'35"W
L2	9.77	S46°14'00"W
L3	30.34	S29°36'17"W
L4	21.82	S71°47'45"W
L5	13.30	S48°27'49"W
L6	31.18	S32°29'03"W
L7	58.37	S17°04'55"W
L8	91.98	S27°07'47"W
L9	59.64	S36°02'28"W
L10	61.83	S57°39'19"W
L11	54.34	S80°02'30"W
L12	24.37	S59°38'11"W
L13	38.67	N80°48'53"W
L14	36.48	N26°00'02"W
L15	60.07	N04°37'59"W
L16	6.62	S88°31'27"E
L17	22.35	N60°08'17"E
L18	35.65	N38°56'30"E
L19	19.80	N33°02'34"E
L20	46.28	N17°15'36"E
L21	28.05	N14°30'53"E
L22	11.21	N14°37'07"E
L23	19.32	N35°45'37"E
L24	48.00	N46°08'44"E
L25	52.02	N34°30'28"E
L26	41.60	N30°54'37"E
L27	26.91	S75°57'09"E
L28	41.92	N67°31'07"E
L29	45.31	N40°57'21"E
L30	52.76	N39°31'08"E
L31	63.55	N36°57'58"E
L32	39.14	S65°48'12"E
L33	159.60	S00°45'12"W

(S89°21'57"E)  
(326.44')

S89°22'18"E  
429.09'

S89°22'13"E  
574.62'

LEGAL DESCRIPTION  
CONSERVATION EASEMENT "3C"

COMMENCE AT A TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA THENCE RUN NORTH 00 DEGREES 44 MINUTES 01 SECONDS EAST 1326.12 FEET, THENCE RUN NORTH 00 DEGREES 12 MINUTES 04 SECONDS EAST 1287.47 FEET, THENCE RUN SOUTH 89 DEGREES 22 MINUTES 18 SECONDS EAST 429.09 FEET, THENCE SOUTH 89 DEGREES 22 MINUTES 13 SECONDS EAST 574.62 FEET, THENCE NORTH 00 DEGREES 45 MINUTES 12 SECONDS EAST 2181.14 FEET TO THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING THENCE RUN SOUTH 58 DEGREES 41 MINUTES 35 SECONDS WEST 38.37 FEET, THENCE SOUTH 46 DEGREES 14 MINUTES 00 SECONDS WEST 9.77 FEET, THENCE SOUTH 29 DEGREES 36 MINUTES 17 SECONDS WEST 30.34 FEET, THENCE SOUTH 71 DEGREES 47 MINUTES 45 SECONDS WEST 21.82 FEET, THENCE SOUTH 48 DEGREES 27 MINUTES 49 SECONDS WEST 13.30 FEET, THENCE SOUTH 32 DEGREES 29 MINUTES 03 SECONDS WEST 31.18 FEET, THENCE SOUTH 17 DEGREES 04 MINUTES 55 SECONDS WEST 58.37 FEET, THENCE SOUTH 27 DEGREES 07 MINUTES 47 SECONDS WEST 91.98 FEET, THENCE SOUTH 36 DEGREES 02 MINUTES 28 SECONDS WEST 59.64 FEET, THENCE SOUTH 57 DEGREES 39 MINUTES 19 SECONDS WEST 61.83 FEET, THENCE SOUTH 80 DEGREES 02 MINUTES 30 SECONDS WEST 54.34 FEET, THENCE SOUTH 59 DEGREES 38 MINUTES 11 SECONDS WEST 24.37 FEET, THENCE NORTH 80 DEGREES 48 MINUTES 53 SECONDS WEST 38.67 FEET, THENCE NORTH 26 DEGREES 00 MINUTES 02 SECONDS WEST 36.48 FEET, THENCE NORTH 04 DEGREES 37 MINUTES 59 SECONDS WEST 60.07 FEET, THENCE SOUTH 88 DEGREES 31 MINUTES 27 SECONDS EAST 6.62 FEET, THENCE NORTH 60 DEGREES 08 MINUTES 17 SECONDS EAST 22.35 FEET, THENCE NORTH 38 DEGREES 56 MINUTES 30 SECONDS EAST 35.65 FEET, THENCE NORTH 33 DEGREES 02 MINUTES 34 SECONDS EAST 19.80 FEET, THENCE 17 DEGREES 15 MINUTES 36 SECONDS EAST 46.28 FEET, THENCE NORTH 14 DEGREES 30 MINUTES 53 SECONDS EAST 28.05 FEET, THENCE NORTH 14 DEGREES 37 MINUTES 07 SECONDS EAST 11.21 FEET, THENCE NORTH 35 DEGREES 45 MINUTES 37 SECONDS EAST 19.32 FEET, THENCE NORTH 46 DEGREES 08 MINUTES 44 SECONDS EAST 48.00 FEET, THENCE NORTH 34 DEGREES 30 MINUTES 28 SECONDS EAST 52.02 FEET, THENCE NORTH 30 DEGREES 54 MINUTES 37 SECONDS EAST 41.60 FEET, THENCE SOUTH 75 DEGREES 57 MINUTES 09 SECONDS EAST 26.91 FEET, THENCE NORTH 67 DEGREES 31 MINUTES 07 SECONDS EAST 41.92 FEET, THENCE NORTH 40 DEGREES 57 MINUTES 21 SECONDS EAST 45.31 FEET, THENCE NORTH 39 DEGREES 31 MINUTES 08 SECONDS EAST 52.76 FEET, THENCE NORTH 36 DEGREES 57 MINUTES 58 SECONDS EAST 63.55 FEET, THENCE SOUTH 85 DEGREES 48 MINUTES 12 SECONDS EAST 39.14 FEET, THENCE SOUTH 00 DEGREES 45 MINUTES 12 SECONDS WEST 159.60 FEET TO THE POINT OF BEGINNING, CONTAINING 1.82 ACRES MORE OR LESS.

17 16  
20 21

P.O.C.  
THE SOUTHWEST CORNER OF  
SECTION 16, TOWNSHIP 2 NORTH,  
RANGE 1 EAST, LEON COUNTY,  
FLORIDA.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 61G17-8).

*Alan D. Platt*  
ALAN D. PLATT, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSED No. 4864

8/26/04  
DATE SIGNED  
5-28-2004  
DATE SKETCHED

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SHEET 1 OF 1

## NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS.
4. THE TIE FROM THE P.O.C. TO THE P.O.B. IS NOT TO SCALE.

DRAWING:  
7785-CE-3C

PROJECT:  
7785

## SKETCH OF LEGAL DESCRIPTION OF:

CONSERVATION EASEMENT "3C"  
SECTION 16 AND 9, T-2-N, R-1-E,  
LEON COUNTY, FLORIDA

**A.D. Platt**

& ASSOCIATES, INC.  
488 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 388-1035 FAX: (850) 388-1108  
LICENSED BUSINESS No. 6590

## CERTIFIED TO:

DEC ENGINEERING, INC.

15

**CONSERVATION EASEMENT MANAGEMENT & MAINTENANCE PLAN**

Notice: This plan does not necessarily provide exemption from any other applicable local, state, or federal regulations.

**A. The Following Activities Are Allowed Within All Conservation Easement Areas:**

1. Eradication of invasive and nuisance plant species through the application of herbicides or by physical removal of such plants. Herbicides must be applied in accordance with the manufacturer's labeling. As used herein, "invasive" species are those plants listed by the Florida Exotic Pest Plant Council's (EPPC) List of Invasive Species. "Nuisance" species are native plants not listed by the EPPC but are considered undesirable due to their competitive effects, such as grapevine, cattail, dog fennel, catbriar, etc. The Leon County Department of Growth and Environmental Management, or its successor, must be contacted prior to the eradication of nuisance plants to ensure the County agrees with designating the particular plant species as being a nuisance species.
2. Planting of native species that are adapted to local site conditions. Any proposed planting of additional vegetation shall first be submitted to the Leon County Department of Growth and Environmental Management, or its successor, for review and approval.
3. Any other activities specifically authorized by an Environmental Management Permit issued by the Leon County Department of Growth and Environmental Management or its successor.

**B. Special Maintenance Activities Allowed Within Conservation Easement Areas "3B" and "3C" and Identification of These Areas:**

The conservation easement areas identified in Exhibits "B" and "C" encompass a watercourse (creek or stream) that passes through these areas and continues off-site, along with wetlands, floodplain, and a waterbody (waterbody is only in conservation easement "3B"). The two conservation easement areas "3B" and "3C" are separated by an exiting dirt road. Culverts are present under this road where the road crosses the watercourse. Maintenance of the existing drainage conveyance capacity of the culverts and within the watercourse itself is imperative to help minimize on-site and off-site flooding. In recognition of this fact, the activities listed below shall be allowed within Conservation Easement areas "3B" and "3C":

1. Accumulated sediments, debris, or other barriers that may impede natural stream flow can be removed from that portion of the existing watercourse extending 10 feet upstream and 10 feet downstream from the ends of the existing drainage culverts under the dirt road separating conservation easements "3B" and "3C". The existing culverts can be repaired or replaced and other activities associated with repair or replacement of the culverts can be conducted, such as excavation, backfilling, and compaction of soil. The Leon County Department of Growth and Environmental Management, or its successor, shall be notified prior to conducting any of these maintenance activities. No such activities shall be performed until they are approved by the County Environmental Inspector. No sediments, debris, or other materials generated from these activities can be disposed of within the conservation easement areas. All maintenance activities shall be performed in a manner that minimizes damage to existing native vegetation within the conservation easement areas. All ground surfaces disturbed as a result of the maintenance activities shall be stabilized to minimize erosion. Prior to engaging in any maintenance activities, appropriate erosion control devices such as silt screens, staked hay bales, and/or anchored turbidity curtains shall be installed and shall remain in place until the maintenance work is completed and disturbed areas are stabilized.
2. In addition to the activities described above, other activities necessary to maintain proper conveyance capacity of the existing watercourse can be performed within Conservation Easement areas "3B" and "3C". These additional activities must first be approved by the Leon County Department of Growth and Environmental Management, or its successor, via issuance of an Environmental Management Permit. Any maintenance activities so authorized shall be performed in a manner that minimizes damage to

existing native vegetation and other sensitive features within the conservation easement areas. No activities shall be authorized which are not in keeping with the basic intent of preserving the natural wetland, floodplains, watercourse, and waterbody located within the conservation easement areas.

3. The Grantee of this conservation easement (or Grantee's authorized contractor or agent) shall install permanent marker posts at key locations along the boundaries of conservation easement areas "3B" and "3C". These marker posts must be spaced such that the limits of the conservation easement are readily discernable. Each post shall be equipped with a permanent sign indicating the area is a protected conservation area. The property owner shall be responsible for properly maintaining the marker posts and signs.

**C. Special Conditions Applicable to Conservation Easement Area "3A":**

In consideration of the fact that Conservation Easement "3A", as described in Exhibit "A", has been established to encumber and protect a former cemetery of potential archaeological, cultural, and historic significance, the following conditions shall apply solely to this conservation easement area:

1. In addition to the activities authorized in Section A, the following activities are allowed:
  - (a). Vegetation in the groundcover stratum (e.g. all plants which are less than 4.5 feet tall or have a diameter at breast height of less than 1 inch) can be trimmed so as to maintain an orderly appearance as long as such maintenance activities do not disturb marked and unmarked graves, do not inhibit re-growth of desirable native plant species, and do not create potential erosion problems. If mechanized equipment is used for maintenance, only small mechanized equipment such as small mowers (excluding self-propelled mowing equipment) and hand-held string trimmers (commonly referred to as "weed-eaters") can be utilized.
  - (b). The existing fence surrounding the cemetery can remain. Activities necessary to properly maintain this fence are allowed. If necessary, the existing fence can be removed and a new fence constructed as long as the new fence is installed in the same location as the existing fence or along the boundary of the conservation easement area, the new fence is constructed in such a fashion that it includes a gate or other means of accessing the conservation easement area directly from the adjoining 10' Pedestrian Ingress/Egress Easement, and fence construction does not disturb marked or unmarked graves.
2. The Grantee of this easement shall install permanent marker posts at each corner of the conservation easement area boundary and permanent marker posts along said boundary between the corner posts sufficient to delineate the limits of this conservation easement area. At least 3 of these posts shall include signs indicating the area is a protected conservation area and protected cemetery. The property owner shall be responsible for the perpetual maintenance of the marker posts and signs.
3. Disturbance of marked and unmarked graves, including marker stones, monuments, and artifacts associated with the gravesites, is strictly prohibited.
4. Relatives, descendants, and acquaintances of any person buried in the conservation easement area shall have the right to visit the conservation easement area at reasonable times and in a reasonable manner.
5. Nothing contained in this Conservation Easement shall act to prohibit any person so entitled from exercising any rights secured by Section 704.08 Florida Statutes.

**D. General Maintenance of Conservation Easement Areas:**

Each conservation easement area shall be maintained in perpetuity such that the average percent cover accounted for by invasive plant species does not exceed 5 percent and the average percent cover accounted for by nuisance plant species does not exceed 10 percent. Immediately following a maintenance event, the average percent cover by invasive and nuisance plant species should be as close to 0 percent as possible.

Maintenance of the conservation easement areas shall be the responsibility of the property owner. The property owner shall be responsible for the eradication and control of invasive and nuisance plant species within the conservation easement area. As used herein, the term "property owner" shall refer to the person or persons shown as the property owner on the tax roll of the Leon County Property Appraiser.